



October 7, 2021

Hon. Analisa Torres, U.S. District Judge
U.S. District Court, Southern District of New York
500 Pearl Street, Room 750
New York, New York 10007
Via ECF

Re: *Delgado v. Donald J. Trump for President, Inc., et al.*, No. 19 Civ. 11764 (AT) (KHP)

Dear Judge Torres:

This Firm represents the above referenced Plaintiff, A.J. Delgado. I write to provide Your Honor with a copy of a decision issued on September 24, 2021, by Arbitrator T. Andrew Brown in *Donald J. Trump for President, Inc. v. Omarosa Manigault Newman*, AAA-Case No.: 01-18-0003-0751 ("Omarosa"), which may have collateral estoppel and/or persuasive effect on Plaintiff's pending motion for an injunction, as well as Defendants' pending motion to compel arbitration. *Accord Fireman's Fund Ins. Co. v. Cunningham Lindsey Claims Mgmt., Inc.*, No. 03 Civ. 531 (DLI) (MLO), 2005 WL 1522783, at *4 (E.D.N.Y. June 28, 2005); *see also Am. Fed'n of Television & Radio Artists Health & Ret. Funds v. WCCO Television, Inc.*, 934 F.2d 987 (8th Cir. 1991).

Omarosa involved another former employee similarly accused by the Trump Campaign of violating non-disparagement and non-disclosure provisions in a contract identical to that at issue in this case. Arbitrator Brown found that the Trump Campaign's non-disclosure provisions' definition of confidential information "is so indefinite that there is no way for Respondent to know what information should be kept confidential." He further determined that the non-disclosure provisions also constitute an unenforceable restrictive covenant that "fails to meet the standard in *Ashland Mgmt. Inc. v. Altair Ins. NA, LLC*, 59 A.D.3d 97 (1st Dep't 2008), *aff'd as modified*, 14 N.Y.3d 774 (2010)," in that "the scope of the Agreement is overbroad, indefinite, and unreasonable," and "the terms of what is protected in the Agreement go far beyond what would be reasonably expected to protect the Campaign's legitimate interests." Finally, the Arbitrator concluded that the Trump non-disparagement provisions "are vague, indefinite, and therefore void and unenforceable." (*See* attached at 8, 10-12, 12-14.) Accordingly, Arbitrator Brown granted the respondent's summary judgment motion, and dismissed the Trump Campaign's claims against her.

Respectfully submitted,

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Enclosure/Attachment